THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 28016-08-2008** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $5,450,000.00. Affiant Subscribed and sworn to before me this 21st day of August, 2008. Notary Public My Commission Expires:

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

WARRANTY DEED

Address New Owner: Dwight Wiles, Trustee 900 Division Nashville, TN 37203	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map and Parcel No.: 144000103.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Delta Design and Development, LLC, a Tennessee limited liability company**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Dwight Wiles, Trustee, with full power to sell, mortgage, lease, convey or otherwise alienate without the joinder of beneficiary,** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 47 Bancroft Place, Nashville, TN 37215

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 21st day of August, 2008.

Delta Design and Development, LLC, a Tennessee limited liability company

BY: _____
James W. Massey, Sole Member

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned, Notary Public of the State and County aforesaid, personally appeared James W. Massey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Sole Member of Delta Design and Development, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Sole Member executed the foregoing instrument for the purposes therein contained, by signing the name of Delta Design and Development, LLC, a Tennessee limited liability company, by himself as Sole Member.

Witness my hand and official seal, at Nashville, Tennessee, 21st day of August, 2008.

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires MAY 8, 2012

Davidson County DEEDWARR
Recvd: 08/22/08 15:21 2 pgs
Fees:13.00 Taxes:20165.00

20080822-0086724

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Bancroft, as of record in Plat Book 9700, pages 326 and 327, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Delta Commercial Properties, LLC by Warranty Deed dated July 20, 2004 from Paul C. Peterson and Kimberly Renee Ramko, husband and wife of record in Instrument No. 20040730-0091665, Register's Office for Davidson County, Tennessee. The said Delta Commercial Properties, LLC having changed its name to Delta Design and Development, LLC by Articles of Amendment filed March 30, 2006 in Instrument No. 20060330-0036169, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 City/County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Declaration of Covenants, Conditions and Restrictions for Bancroft of record in Book 10319, page 1, amended in Book 10366, page 623, and Book 10564, page 570, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons).
3. Charter of Incorporation of Bancroft Homeowner's Association, Inc. of record in Book 11350, page 855, Register's Office for Davidson County, Tennessee.
4. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 7911, pages 385, 389 and 451, and Book 8009, page 109, Register's Office for Davidson County, Tennessee.
5. All matters appearing on the Plan of record as Book 9700, pages 326 and 327, Register's Office for Davidson County, Tennessee.